

OCT 11 '11 -8 00 AM

SURFACE TRANSPORTATION BOARD

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October 11, 2011

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Security Interest, dated October 5, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Mortgage and related documents previously filed with the Board under Recordation Number 27046-B.

The names and addresses of the parties to the enclosed document are:

Security Trustee: Wells Fargo Bank Northwest, National Association  
299 South Main Street  
Salt Lake City, UT 84111

Borrower: GRH 2006-1, LLC (f/k/a ARH 2006-1, LLC)  
c/o GATX Rail Holdings, Inc.  
222 West Adams Street  
Chicago, IL 60606

Chief  
Section of Administration  
October 11, 2011  
Page Two

A description of the railroad equipment covered by the enclosed document is:

100 railcars TERMINATED: ALHX 1000 – ALHX 1099.

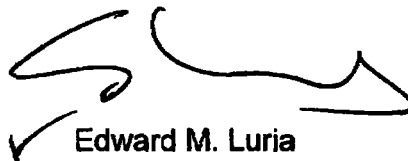
A short summary of the document to appear in the index follows:

Termination of Security Interest.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



✓ Edward M. Luria

EML/sem  
Enclosures

OCT 11 '11 -8 00 AM

**TERMINATION OF SECURITY INTEREST**

SURFACE TRANSPORTATION BOARD

**THIS TERMINATION OF SECURITY INTEREST ("Termination")** dated October 5, 2011 between GRH 2006-1, LLC (the "Borrower") and WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (the "Security Trustee" and together with the Borrower, the "Parties"). Capitalized terms used in this Termination and not otherwise defined herein shall have the meanings (by cross-reference or otherwise) in the Security Agreement (as defined below).

**WHEREAS**, the Borrower and the Security Trustee are parties to that certain Security Agreement dated as of May 31, 2006 (as amended, modified and supplemented from time to time, the "Security Agreement");

**WHEREAS**, the Borrower and the Security Trustee are parties to that certain Memorandum of Mortgage, dated as of June 29, 2007, copies of which were recorded with the Surface Transportation Board (the "STB") on June 29, 2006 at 11:30 a.m. and assigned recordation number 27046-B; and

**WHEREAS**, the Borrower and the Security Trustee now desire to terminate and cancel in full the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the Equipment listed on Exhibit I hereto (the "Relevant Units").

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The Security Trustee hereby terminates and cancels in full the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the Relevant Units, effective as of the date of this Termination (the "Effective Date") in accordance with the terms and conditions of the Security Agreement, and the Parties hereby agree that no rights, duties or liabilities under the Security Agreement in relation to the Relevant Units shall survive such termination and cancellation of the Security Trustee's security interest in and mortgage lien upon all right, title and interest of the Borrower in and to the Relevant Units, except with respect to acts, events, or omissions under the Security Agreement occurring on or prior to the Effective Date and indemnities with respect to such acts, events or omissions.

2. The Parties agree to file this Termination with the STB so as to release any security interest in and mortgage lien created by or arising out of the Security Agreement with respect to the Relevant Units.

3. This Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

4. This Termination shall be governed by and construed in accordance with the laws of the State of New York.

\* \* \*

IN WITNESS WHEREOF, the Parties have each caused this Termination to be duly executed and delivered as of the date first above written.

WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION, not in its  
individual capacity but solely as Security  
Trustee

By: 

Name:

Title:

Glenn J. Shaw  
Vice President

GRH 2006-1, LLC, as Borrower

By: GATX Rail Holdings, Inc., its Manager

By: 

Name:

Title:

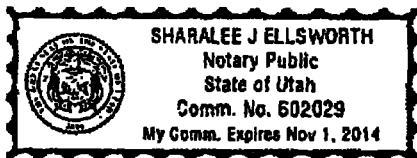
WILLIAM J. HASEK  
VICE PRESIDENT & TREASURER

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE )

SS:

On this, the \_\_\_\_ day of October, 2011, before me, a Notary Public in and for said County and State, personally appeared Glenn J. Shaw, who being by me duly sworn, says that (s)he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (the "Company"), that said instrument was signed on October \_\_\_, 2011 on behalf of the Company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



[Signature]  
Name: Sharalee J. Ellsworth  
Notary Public  
My Commission Expires: Nov. 01, 2014  
Residing in Salt Lake City, UT

(SEAL)

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

SS:

On this, the 10<sup>th</sup> day of October, 2011, before me, a Notary Public in and for said County and State, personally appeared William J. Hasek, who being by me duly sworn, says that (s)he is the VP & Treasurer of GRH 2006-1, LLC (the "Company"), that said instrument was signed on October 10<sup>th</sup>, 2011 on behalf of the Company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



[Signature]  
Name: Patricia Lodge  
Notary Public  
My Commission Expires: 02/01/2015  
Residing in ILLINOIS

(SEAL)

**EXHIBIT I TO  
TERMINATION OF SECURITY INTEREST  
EQUIPMENT**

One Hundred (100) 6,350 cubic foot capacity stub sill design covered hoppers; 110 ton nominal capacity, with 286,000 lbs GRL, with one (1) continuous full length trough with five (5) hatch covers, and four (4) 42" x 42" gravity discharge outlets, each manufactured by National Steel Car Limited

**Car Numbers**

1) ALHX001000	35) ALHX001034	69) ALHX001068
2) ALHX001001	36) ALHX001035	70) ALHX001069
3) ALHX001002	37) ALHX001036	71) ALHX001070
4) ALHX001003	38) ALHX001037	72) ALHX001071
5) ALHX001004	39) ALHX001038	73) ALHX001072
6) ALHX001005	40) ALHX001039	74) ALHX001073
7) ALHX001006	41) ALHX001040	75) ALHX001074
8) ALHX001007	42) ALHX001041	76) ALHX001075
9) ALHX001008	43) ALHX001042	77) ALHX001076
10) ALHX001009	44) ALHX001043	78) ALHX001077
11) ALHX001010	45) ALHX001044	79) ALHX001078
12) ALHX001011	46) ALHX001045	80) ALHX001079
13) ALHX001012	47) ALHX001046	81) ALHX001080
14) ALHX001013	48) ALHX001047	82) ALHX001081
15) ALHX001014	49) ALHX001048	83) ALHX001082
16) ALHX001015	50) ALHX001049	84) ALHX001083
17) ALHX001016	51) ALHX001050	85) ALHX001084
18) ALHX001017	52) ALHX001051	86) ALHX001085
19) ALHX001018	53) ALHX001052	87) ALHX001086
20) ALHX001019	54) ALHX001053	88) ALHX001087
21) ALHX001020	55) ALHX001054	89) ALHX001088
22) ALHX001021	56) ALHX001055	90) ALHX001089
23) ALHX001022	57) ALHX001056	91) ALHX001090
24) ALHX001023	58) ALHX001057	92) ALHX001091
25) ALHX001024	59) ALHX001058	93) ALHX001092
26) ALHX001025	60) ALHX001059	94) ALHX001093
27) ALHX001026	61) ALHX001060	95) ALHX001094
28) ALHX001027	62) ALHX001061	96) ALHX001095
29) ALHX001028	63) ALHX001062	97) ALHX001096
30) ALHX001029	64) ALHX001063	98) ALHX001097
31) ALHX001030	65) ALHX001064	99) ALHX001098
32) ALHX001031	66) ALHX001065	100) ALHX001099
33) ALHX001032	67) ALHX001066	
34) ALHX001033	68) ALHX001067	

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 10/11/11

Edward M. Luria  
Edward M. Luria